



CFN 2006R0987303
OR Bk 24909 Pgs 1820 - 1825; (6pgs)
RECORDED 09/14/2006 12:51:31
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:
Miguel Diaz de la Portilla, Esq.
Adorno and Yoss, LLP
2525 Ponce De Leon Boulevard
Suite 400
Miami, Florida 33134

AG/27

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DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, Robert Vinas as President of Tamiami Kendall Investment, Inc., (the "Owner"), holds the fee simple title to the land in Miami-Dade County, Florida, which is legally described in the attached Exhibit "A," and hereinafter referred to as the "Twin Lake Shores East."

NOW, THEREFORE, in order to assure Miami-Dade County (or any successor municipal corporation) (the "County") of Miami-Dade County, Florida, that the representations made to them by the Owner during consideration of Public Hearing Z05-378 (the "Application") will be abided by the Owner, its successors or assigns freely, voluntarily and without duress, the Owner makes the following Declaration of Restrictions covering and running with the Property:

(1) **Controlling Site Plan.** The Twin Lake Shores East and 127th Avenue Project shall be developed substantially in accordance with the site plans entitled "Twin Lake Shores East" (SP-1, SP-2, L-1, and A-1 through A-10) as prepared by Bellon Millanes Architects and Planners, dated, signed and sealed March 15, 2006. Said plans being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this agreement (the "Plans").

(2) **Residential Density Restriction.** The maximum number of dwelling units on the Twin Lake Shores East Project shall be a total of 104 town home residential units.

(3) **Miscellaneous.**

(A) **County Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

(B) **Covenant Running with the Land.** This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County.

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Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

(C) **Term.** This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property/ Twin Lake Shores East has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

(D) **Modification, Amendment, Release.** This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property/ Twin Lake Shores East, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

(E) **Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

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(F) **Authorization for Miami-Dade County to Withhold Permits and Inspections.** In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

(G) **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

(H) **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

(I) **Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

(J) **Recording.** This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owners following the approval of the Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of the application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Planning and Zoning Department or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

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(K) **Acceptance of Declaration.** Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance or dedication.

(L) **Owner.** The term Owners shall include the Owners, and their heirs, successors and assigns.

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WITNESSES:

Evelyn Teller-Sain

Print Name: Evelyn Teller-Sain

Alberto J. Parlade

Alberto J. PARLADE

By: Jose Carro

Print Name: **Jose Carro**, Vice President
Tamiami Kendall Investments, Inc.

Title: Owner/Applicant

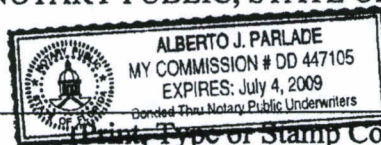
STATE OF FLORIDA)

) ss

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 3rd day of August, 2006 by **Jose Carro**, as Vice President of Tamiami Kendall Investments, Inc., a Florida Corporation, who is personally known to me or who has produced Driver's License Number: N/A as identification.

Alberto J. Parlade
NOTARY PUBLIC, STATE OF FLORIDA



(Print, Type or Stamp Commissioned
Name of Notary Public)

(Space reserved for Clerk)

HEARING APPLICATION #2005000378

LEGAL DESCRIPTION

A portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 14, Township 55 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Tract A of COURTS AT TUSCANY, according to the plat thereof recorded in Plat Book 162, at Page 87, of the Public Records of Miami-Dade County, Florida, said point lying on the North Right-of-Way line of S.W. 136th Street; thence run the following courses and distances along the boundary line of said COURTS AT TUSCANY: N02°20'50"W for 874.91 feet; thence N87°39'09"E for 490.00 feet, said point lying 40.00 feet West of, as measured at right angles to, the East line of the said Southeast $\frac{1}{4}$ of Section 14; thence departing the said boundary line of COURTS AT TUSCANY run S02°05'11"E along a line that is 40.00 feet West of, and parallel with, the said East line of the Southeast $\frac{1}{4}$ of Section 14 for 620.45 feet; thence S87°39'09"W for 257.17 feet; thence S02°20'50"E for 255.00 feet to a point on the aforesaid North Right-of-Way line of S.W. 136th Street; thence S87°47'05"W along the said North Right-of-Way line of S.W. 136th Street for 230.00 feet to the Point of Beginning.

NOTES:

1. The above described parcel contains 361,730 square feet (8.3042 acres), more or less.
2. The bearings are based on an assumed direction of S02°05'11"E along the East line of the Southeast $\frac{1}{4}$ of Section 14, Township 55 South, Range 39 East, Miami-Dade County, Florida.

Prepared by:

Jack Mueller & Associates, Inc.
Consulting Engineers & Land Surveyors
Certificate of Authorization No. LB0064
9450 Sunset Drive ~ Suite 200
Miami, Florida 33173-5428
Phone: 305-279-5555

STATE OF FLORIDA, COUNTY OF DADE

I HEREBY CERTIFY that this is a true copy of the
original filed in this office on 14 day of
September, A.D. 2006

WITNESS my hand and Official Seal.

HARVEY RUVIN, CLERK, of Circuit and County Courts
By Harvey Ruvins D.C.



OPINION OF TITLE

To: MIAMI-DADE COUNTY

With the understanding that this Opinion of Title is furnished to Miami-Dade County, Florida, as an inducement for acceptance of a Declaration of Use/Unity of Title/Declaration of Restrictions/Development Agreement or in compliance with Chapter 28, and as an inducement for acceptance of a proposed final subdivision plat covering the real property hereinafter described, it is hereby certified that I have examined the Abstract of Title covering the period from the beginning to July 17, 2006, at 11:00 P.M., (the "Search"); and GAP AFFIDAVIT executed by the current owner covering the period from July 17, 2006 to August 3, 2006, of the following described real property:

EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Basing my (our) opinion on the evidence described above, I (we) am (are) of the opinion that on the last mentioned date the fee simple title to the above described real property was vested in:

Tamiami Kendall Investments, Inc., a Florida Corporation

Subject to the following encumbrances, liens and other exceptions (If "none" please indicate):

1. RECORDED MORTGAGES: NONE.
2. RECORDED MECHANICS LIENS, CONTRACT LIENS & JUDGMENTS: NONE.
3. GENERAL EXCEPTIONS:
 1. All taxes and assessments for the year 2005 and subsequent years.
 2. Rights or claims of persons other than the above owner who is in possession.
 3. Easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments and any facts or matters not of record which would be disclosed by an accurate survey and inspection of the premises.
 4. Any unrecorded labor, mechanics' or materialmen' liens.
 5. Zoning and other restrictions imposed by governmental authority.
4. SPECIAL EXCEPTIONS:
 1. Restrictions in favor of Miami Dade County recorded April 3, 2003 in Official Records Book 21146, at Page 1652, of the Public Records of Miami-Dade County, Florida.

2. Restrictions in favor of Miami Dade County recorded May 2, 2003 in Official Records Book 21213, at Page 3152, of the Public Records of Miami-Dade County, Florida.
3. Notice recorded May 8, 2003 in Official Records in Official Records Book 21237, at Page 2642, of the Public Records of Miami-Dade County, Florida.
4. Ordinance recorded March 12, 2004 in Official Records Book 22116, at Page 2990, of the Public Records of Miami-Dade County, Florida.
5. Ordinance recorded September 10, 2004 in Official Records Book 22644, at Page 3859, of the Public Records of Miami-Dade County, Florida.
6. Ordinance recorded September 10, 2004 in Official Records Book 22644, at Page 3893, of the Public Records of Miami-Dade County, Florida.

I hereby certify that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is (my) our opinion that the following party(ies) must join in the agreement in order to make the agreement a valid and binding covenant on the land described herein.

<u>NAME</u>	<u>INTEREST</u>	<u>SPECIAL EXCEPTION #</u>
Tamiami Kendall Investments, Inc.	Fee Simple	N/A

The following is a description of the aforementioned abstract and its continuations:

<u>NUMBER</u>	<u>COMPANY CERTIFYING</u>	<u># OF ENTRIES</u>	<u>PERIOD COVERED</u>
OPM-1728517	Attorneys' Title Insurance Fund	N/A	Beg. To 5/18/99 at 10:40 A.M.
Certified Printout	Attorneys' Title Insurance Fund, Inc.	11	5/18/99 to 7/17/06 at 11:00 PM

I **HEREBY CERTIFY** that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida, and am a member in good standing of the Florida bar.

Respectfully submitted this 3rd day of August, 2006.

Alberto J. Parladé
PARLADE & FIGUERAS
7050 S.W. 86th Avenue
Miami, Florida 33143
(305) 595-2300

By: [Signature]
Alberto J. Parladé, Esquire
Fla. Bar # 313823

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 3rd day of August, 2006, by **Alberto J. Parladé**, who is personally known to me or has produced N/A as identification.

My Commission Expires:

[Signature]
NOTARY PUBLIC
Printed Name:

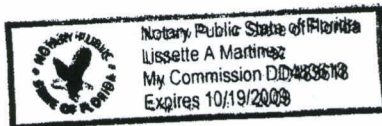


EXHIBIT "A"

LEGAL DESCRIPTION

A portion of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 14, Township 55 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southeast corner of Tract A of COURTS AT TUSCANY, according to the plat thereof recorded in Plat Book 162, at Page 87, of the Public Records of Miami-Dade County, Florida, said point lying on the North Right-of-Way line of S.W. 136th Street; thence run the following courses and distances along the boundary line of said COURTS AT TUSCANY: N02°20'50"W for 874.91 feet; thence N87°39'09"E for 490.00 feet, said point lying 40.00 feet West of, as measured at right angles to, the East line of the said Southeast $\frac{1}{4}$ of Section 14; thence departing the said boundary line of COURTS AT TUSCANY run S02°05'11"E along a line that is 40.00 feet West of, and parallel with, the said East line of the Southeast $\frac{1}{4}$ of Section 14 for 620.45 feet; thence S87°39'09"W for 257.17 feet; thence S02°20'50"E for 255.00 feet to a point on the aforesaid North Right-of-Way line of S.W. 136th Street; thence S87°47'05"W along the said North Right-of-Way line of S.W. 136th Street for 230.00 feet to the Point of Beginning.